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Appointment.

TOBIAS WATKINS, of Maryland, has been appointed by the President to be Fourth Auditor of the Treasury, W. P. VAN NESS, of New-York, having declined accepting the appointment.

State Papers.

REPORT OF THE COMMISSIONERS UNDER THE 11TH ARTICLE OF THE FLORIDA TREATY, TO THE SECRETARY OF STATE.

To the Honourable the Secretary of State of the United States:

The undersigned commissioners, citizens of the United States, appointed by the President, by and with the advice and consent of the Senate, having at length performed the duties with which they were charged, under, and by the 11th article of the treaty of amity, settlement and limits, concluded at Washington, between the United States of America and His Catholic Majesty, on the 22d day of February, 1819, now beg leave to present an account of their proceedings, in the following REPORT:

The undersigned having received their appointment, as commissioners aforesaid, from the President of the United States, in conformity to the 11th article of the treaty aforesaid, and having been required to repair to the city of Washington, in order there to organize a board, immediately complied with this direction. After their arrival in this city, on the 8th day of June, 1821, they were instructed by a communication of that date, addressed to them by the honourable John Quincy Adams, Secretary of State of the United States, "immediately to form themselves into a Board, and to commence the discharge of the important duties incident to the high trust committed to them." Whereupon, on the 9th day of the same month, they did form themselves into a Board, by taking an oath, for the faithful and diligent discharge of their duties, before the honourable Buckner Thruston, one of the associate judges of the District of Columbia, conformably to the provisions of the said treaty.

The commission being thus organized, forthwith proceeded to adopt such rules and forms of proceeding as seemed best adapted to attain the objects of its creation; and the following mode was established as that proper to be pursued. An order was made whereby all persons having claims under the treaty aforesaid, were required to file a memorial of the same with the Secretary of the Board, to the end that they might be thereafter duly examined, and the validity and amount thereof decided upon, according to the suitable and authentic testimony concerning the same, which might be required. Such memorials were directed to be addressed to the commission; to set forth, minutely and particularly, the various facts and circumstances from which the right to prefer such claim was derived; and to be verified by the affidavit of the claimant—and that claimants might be notified what was considered by the commission as necessary to be stated, and so established, before any claim could be received for examination, a particular description was given of the averments required, wanting which, they were informed that no memorial would be so received. A copy of these orders was directed to be published in all the Gazettes in which the laws of the United States were usually printed, for the information of all persons who might be interested. And that all claimants might know, and conform themselves to these directions, the board, on the 14th of June, 1821, after making these orders, adjourned to meet again in the month of September, then next ensuing.

On the 10th of September, 1821, the Commission again assembled in pursuance of its adjournment. At this period, they found 302 memorials had been filed with the Secretary, conformably to the orders before referred to. All these memorials were read, considered, and disposed of during this session, as to the Board seemed right; and then the Commission, having nothing further before it, adjourned on the 26th of September, until the ensuing January, with a view of allowing further time to claimants to renew any applications which might have been refused, because of their not conforming to the orders hereinbefore referred to, or to present new claims which might not yet have been exhibited.

During this session, the Commission having received sundry memorials for examination of the proofs which might be offered thereafter to support the same, it became necessary to prescribe the course proper to be adopted in relation to the exhibition of such proofs. An order was therefore made, directing that all memorials

which had been, or might thereafter, be received, should be set down for examination, after the expiration of six months from the date of their reception: But that if any claimant desired his memorial to be set down before the expiration of that period, this might be done at any time, upon application for that purpose; and if, after the lapse of the six months aforesaid, any claimant could show good cause why his memorial should not be then set down, upon application made, and such cause shown, further time would be allowed for the exhibition of proofs. During this session also, the Commission, having suspended its decision as to some memorials, which had been presented, in order to allow itself more time for considering the important, novel, and difficult questions they presented, an order was made, (upon the application of the memorialists,) that every claimant might be permitted to support his claim by the arguments of counsel, provided all such arguments were committed to writing, and filed with the Secretary—and, before its adjournment, the Commission made a second order, again requiring all claimants to exhibit their claims before the next session, which order was also directed to be published, for the information of all to whom it might apply.

On the 7th of January, 1822, the Commission again assembled, in pursuance of its adjournment. At this period they found 768 new memorials had been filed with the Secretary, conformably to the former orders, before referred to. All these memorials were read and considered, and, together with most of those, the decision as to which had been before suspended, were, during the session, disposed of, as to the Board seemed right. And then the Commission, having nothing further before it, adjourned on the 11th of March, until the ensuing June, in order to allow more time to claimants to present their applications. With a view to induce them so to do, the Commission, before adjourning, made a third order, again requiring all claimants to exhibit their claims before the next session: notifying them in it, that after that period, no memorial would be received without good cause shown why the same had not been before exhibited, in pursuance of the repeated orders, requiring the same to be presented. And this order was directed to be published, for their information and government.

On the 11th of June, 1822, the Commission again assembled in pursuance of its adjournment. At this period they found 534 new memorials had been filed with the Secretary, conformably to the former orders, before referred to. All these memorials were read and considered, and, together with all others not before acted upon, were, during the session, disposed of, as to the Board seemed right. Besides these claims, 20 other memorials, (accompanied by satisfactory reasons for the delay in presenting them before,) were also received, read, considered, and disposed of in like manner. The period of six months having now elapsed since many of the memorials had been received, the Commission, during this session, also proceeded (in pursuance of their order before referred to) to set down for examination all such, to postpone the setting down of which no good cause was shown: and likewise proceeded to the examination of all the cases so set down, (except where good cause was shown for a continuance,) allowing or disallowing the cases so examined, as to the Board seemed right; and directing the cases allowed as valid, to be referred until a further time, when the amount of the same would be adjusted, and finally ascertained. Having, then, nothing further before it, the Commission adjourned on the 2d of July, 1822, until the ensuing October, with the view of allowing further time to the claimants, where claims had been received for examination, to collect the proofs in support of the same.

As much more than three years had now elapsed since the date of the aforesaid treaty, nearly eighteen months had expired since its ratification by both of the high contracting parties, and more than a year had passed since the organization of this Board, during which last period three several orders had been uttered by it, at different times, requiring claimants to exhibit their claims, the undersigned believe they might have been well justified in closing the door at this time, against the reception of any new claims; and might, with much propriety, have dedicated all the residue of the time prescribed in the treaty, to the examination and adjustment of such as had been received; hoping, however, that, with proper diligence, this laborious task might be performed within the remaining term, and desirous not to debar any of their fellow-citizens of the relief to which they might possibly be entitled, the Commission still continued their last order, authorizing the presentation of claims at any

time; and requiring only that the claims presented should be accompanied by proper evidence, to explain why they had not been before preferred. Under this order, at the next, and each succeeding session of the Board, new memorials have been presented to the number of 1859, all of which have been read, considered, and disposed of, as to the Board seemed right. Nor has the reception of any claim been refused, at any time, upon the mere ground of its coming too late, until the 31st of May last.

On the 15th of October, 1822, the Commission again assembled in pursuance of its adjournment. At this session, the Board proceeded as before, to set down for examination all such memorials as had been received six months previously, except those in which good cause was shown for postponement. Having thus arranged its business, the Board next proceeded to examine the proofs exhibited in support of the several cases so set down for examination, except such as applied to claims, for the continuance of which, some sufficient reason was assigned: and having disposed of all these as before, the Commission having nothing further before it, again adjourned on the 22d of November, 1822, until the ensuing February, for the same cause before stated.

On the 18th of February, 1823, the Commission again assembled in pursuance of its adjournment; and having arranged and disposed of all the business before it, as at the preceding session, adjourned on the 18th day of April, 1823, until the ensuing July, for the same cause before stated.

During this session, the Commission found itself under the necessity of adopting some rule which might expedite the business before it. The term prescribed by the treaty was drawing fast to a close. Much remained to be done to complete the performance of the duties committed to the Board; and its progress in this task was retarded, not only by the apparent delay of the claimants, in setting down for examination claims which had been received, but also by the interruption which the presentation and reception of new memorials incessantly produced. Many of the claims were intimately connected. Although preferred by different persons, they yet depended upon the self same facts, the evidence of which was often to be sought and collected by piece-meal, from several different cases. Whosoever, therefore, one claim was set for examination, if any other growing out of the same circumstances was not acted upon in like manner, the Board was under the necessity, either of examining the same voluminous mass of proof again and again, or of postponing the examination of cases which were ready, until others could be made so. Besides, in cases depending, (as sometimes occurred,) upon parol proof only, there was obvious impropriety in deciding any thing, until the whole proof which could be adduced, was brought forward. These considerations induced the Commission, before it adjourned, to make a new order, by which it announced its determination, at its next session, to sit down for examination all memorials, without distinction, which had been filed six months; and required all new memorials to be accompanied, (when presented for reception,) with the proof relied upon to support the same; and that such memorials when received, should be immediately set down. This order the Commission directed to be published, as before, for the information of all who might be affected by it.

On the 15th day of July, 1823, the Commission again assembled, in pursuance of its adjournment, and acting according to the determination expressed in their last order, arranged and disposed of all the business before it, as at the preceding session, and then adjourned on the 5th day of August, 1823, until the ensuing November, for the same cause stated. During this session it became obvious that the business before the Board could not possibly be completed if much further indulgence was granted to the applicants, by postponing the examination of the cases set down; the Board, therefore, announced, most distinctly, its purpose of examining every case in its order, at their next session, and of then finally disposing of it.

On the 12th of November, 1823, the Commission again assembled in pursuance of its adjournment, and finding it impossible to complete its business without a continued session, it has had no recess since that day. All the cases being now set down for examination, the Board, for the purpose of affording the longest possible period for preparation to such of the claimants as might not yet have obtained the proper proofs, commenced with examining only such cases as were voluntarily offered to them for examination by the claimants themselves. Having disposed of all those, the examination of the remaining cases, in the regular order in which they stood upon the calendar, was next gone into and completed, al-

though in many of these the parties were not prepared and had no proof whatsoever. The only exception permitted to this course was, in those cases in which applications for documents had been made to the Spanish government, in pursuance of the 11th article of the treaty. All those cases were suffered to remain unexamined until a very recent period, inasmuch as no negligence could be properly imputed to the claimants for not exhibiting such proofs. This process of examining memorials, and pronouncing upon their validity, according to the nature of the proofs offered to sustain them, which process the Board had commenced in June, 1822, and had continued at every succeeding session, as the claimants were prepared, or the nature of the duties confided to the Commission had permitted, was not completed until the 25th of January, 1824. Indeed, since that period, several new memorials have been presented, received, and allowed or rejected. Having finished this part of its duty, the Board next commenced the labour of adjusting and ascertaining the amount of the claims which had been received, examined and allowed as valid. This task occupied the Board, with but little intermission ever afterwards; and, when completed, ought probably to have ended its labours. But, inasmuch as many of the claimants had been forced by the rules adopted by the Commission, to set down cases for examination, at a time when they had not obtained any proof to sustain them; and as, consequently, there were some rejected merely for the want of proof; the Board, before entering upon the business of ascertaining amounts, made an order, whereby permission was given to all claimants who wished their claims re-examined, to file a petition for that purpose, accompanied by any new proof they might have procured after the first decision. This order was made on the 31st of December, 1823, and limited the time for exhibiting such petitions, to the 17th of the following month. As the object of this order was merely to enable the Commission to complete its duties within the time prescribed by the treaty, so soon as it was seen that this might be accomplished without a strict adherence to either the letter or intent of the rule, but little regard was paid to it by the Board. Applications for the re-examination of every kind of claim, have been received, although not offered until after the time limited. New evidence has been suffered to be introduced up to the last moment possible, and new arguments have been received and attentively considered, upon almost every proposition, the assumption or application of which had at first caused the rejection of any case whatsoever. In short, the Board, having once yielded to this departure from its rule, was under the necessity of re-examining, more than once, almost every case which had been rejected, and reconsidering many of the memorials which were at first refused. The undersigned do not, however, regret this additional labour, since it has served, in some instances, to change the opinions which had been at first entertained, both as to the rejection and admission of many claims.

The undersigned have felt it a duty they owed not less to themselves, than to the high contracting parties in the treaty, some of the provisions of which they have been appointed to carry into execution, to exhibit this summary of the mode of proceeding they thought proper to adopt. Confirmed as it will be found to be, by the Journal and Record of their proceedings, which accompany this report, they venture to hope that both the high contracting parties, under whose authority they have acted, will see in it that every proper opportunity has been offered to those who might have claims under this treaty, to exhibit them; that ample time and fair occasion has been allowed to support such claims as were exhibited both by proof and argument; and that if any of the demands which have been examined have been either rejected, curtailed, or improperly admitted, such errors cannot have resulted from any want of patient labour or proper attention in those composing this Commission. In the variety, novelty, and intrinsic difficulty of the multitude of questions which have been presented for the determination of this Board, there exists so many causes for distrusting the correctness of its decisions, that the undersigned dare not flatter themselves they have not often erred. The very great probability that such errors may have been committed would certainly give them much pain, but for the confidence they feel that they have faithfully discharged all their duties, according to the best of their imperfect skill and ability.

In order that each of the high contracting parties might be enabled to understand the precise ground upon which every determination of this commission has proceeded, either in rejecting, receiving, allowing, disallowing, or in ascertaining and fixing the amount of every claim that has been submitted to its consideration, the un-

dersigned would willingly have stated in their records, and would here repeat, every principle the Board has asserted, and the mode in which it has been applied to each claim. But the limited period allowed by the treaty for the performance of all the duties committed to its charge, rendered this impossible. More than eighteen hundred cases, each involving many and very distinct propositions, have been determined by this board. Most of these cases differed so much from all others, either in the nature or extent of the principles applicable to their decision, that they admitted no useful classification of this kind. And to have made a special and detailed report of the facts and principles of each, would have been a task, the performance of which was seen, at a very early period, to be utterly incompatible with the completion of the duties of the Board, within the time prescribed. It occurred to the Board too that in the progress of its work, it was highly probable, as new cases were presented, new facts might be disclosed, and new information furnished, which ought to, and would, occasion a revision and reversal, or modification of any principle, which might, at first, seem to be correct in relation to any particular case. The Commission, therefore, abstained at first from asserting any general rules of decision, except in terms so broad and comprehensive as to leave the Board free to apply them, as the facts might at last require. These facts were collected and deduced from the evidence found, not in any one, but often from very many different cases, as well as from other sources. To have referred generally therefore to the evidence in any given case, for its facts, would have been often delusive; and to have stated this evidence in each would necessarily have led to endless repetition, and imposed a task of almost interminable labour.

The Commission, for these reasons, in recording any of their decisions, forebore to insert in their journal the reasons which were considered as justifying and requiring them; although such reasons were always stated orally at the time to the party to be affected by them, in order that he might have an opportunity of repelling them thereafter by new evidence or argument, if he thought proper to make such an attempt. And now, in looking back upon their work when it is completed, the Commission can only state its mere outline, and refer, for their rules of determination, to the following general principles, from which they have never, knowingly, departed:

In determining as to the reception of any memorial, the Board has ever assumed the facts stated therein, and verified by the affidavit of the claimant, to be true. If these facts made such a case as seemed to be embraced by any of the renunciations enumerated in the ninth article of the treaty, or if any doubt existed upon this point, the memorial was received: otherwise, it was rejected. When the proofs offered to support any claim, received for examination, came to be examined, if the testimony (being suitable and authentic) satisfactorily made out and established the same case recited in the memorial, without any material alteration or variation of its facts, the memorial was thereupon allowed as valid. But if the proof exhibited did not satisfactorily establish the facts stated in the memorial, or establishing these facts, disclosed others, which if known before, would have occasioned its rejection, or if such circumstances were discovered in any other manner, the claim was not allowed.

In determining what cases were embraced within the renunciations of the ninth article of the treaty aforesaid, the Commission has seldom found much difficulty, except in relation to those which were supposed to be provided for by the fourth and fifth. In relation to the last, the commission adopted the following principles:—that it was not sufficient to entitle an applicant to the benefits of this treaty for him to assert and show, that being a citizen of the United States he had presented a statement of his claim upon the Spanish government to some of the functionaries therein mentioned, and within the time described, soliciting in such statement the interposition of the government of the United States. The failure to have presented such a statement, to such officers, within the time prescribed, was considered as a sufficient cause, to justify and require the rejection of all claims, that were not provided for by any other of the renunciations than the fifth. But to bring such claims within the provisions of this renunciation, it was necessary to show that the claim, which had been so presented, was in itself a good claim.—And in deciding upon the character of such claims, the commission has considered none as good, but such as the Spanish government ought to have satisfied, if this treaty had never been concluded.—And in determining upon the liability of the Spanish government under such supposed circumstances, the Commission have uniformly taken as their guide, the laws of nations, and the stipulations of

the treaty concluded between the United States and Spain, on the 27th of October, 1795. Acting in pursuance of this general rule, the Commission has refused to receive as good claims against Spain, any of those which sought redress, for the numerous wrongs and injuries inflicted by the power of France, upon the rights of citizens of the United States, within the ancient limits of old Spain, during the period intervening between the invasion and expulsion of the French armies in 1813. The general principles of the public law, were not considered as imposing a liability upon any nation, for wrongs done to others within its territory, by its own open enemy. Nor did the treaty of 1795 impose upon Spain any obligation to do more, than to endeavour, by all means in her power, to protect and defend American effects, which should be within the extent of her jurisdiction, and to use all her efforts to recover and cause the same to be restored, if taken within the same—obligations which, as they regard the cases now referred to, no doubt existed with the Commission, Spain felt, and would have satisfied, if within her ability so to do.

While engaged in determining upon the extent of the liability of the Spanish government, if this treaty had never been concluded, the undersigned were deeply impressed with the delicacy of their situation. As American citizens, they could but sympathize with their countrymen, for the injuries they had sustained in many cases, where very equivocal evidence had been regarded by the Spanish tribunals as conclusive to establish facts, which, when assumed, would fully show the propriety and rectitude of Spanish adjudication and Spanish procedure. And they could not but doubt, in other cases, the correctness of some of the principles asserted by the Spanish authorities, as being deducible from the laws of nations and the treaty of 1795; as well as the construction sometimes given by the Spanish tribunals to their own municipal regulations. In all such cases, however, the undersigned have struggled to suppress every sentiment, which citizens of a nation, the rights of whose people have been so extinguished would naturally entertain, and endeavouring to review these proceedings with the impartial eye of those utterly indifferent to the causes which produced them, the Commission has pursued this course. In relation to facts asserted by the Spanish Courts, and deduced by them from testimony equivocal, doubtful, or contradictory, this Commission has never felt itself at liberty to rely upon its own opinion as to these, even where that opinion might probably have been different, if derived solely from the same evidence. Nor has it permitted the introduction of new proof here, to affect Spanish decisions given under a different state of circumstances, fairly exhibited. The principle which has governed this Board in all such cases has been, that if this treaty had never been made, the Spanish government ought not to have been liable even for the errors of its ordinary Courts, (whether these were errors of fact or law) unless such error was evident, palpable, "*et in re minime dubia*," when and when only they would cease to be mere errors, and assume the appearance of premeditated wrongs. Confiding therefore in all the facts asserted by the Spanish tribunals, when derived from testimony equivocal, doubtful, or contradictory: confiding also in the expositions made by these tribunals of their own laws; and even yielding sometimes to the supposed correctness of Spanish adjudications, although founded upon assumed principles of public law of very questionable existence; this Commission has in no instance regarded a claim as good against Spain, when opposed to such decisions of its own Courts, or considered a seizure as unlawful, when sanctioned by the unreversed judgment of such a forum, so deduced. And it has only pursued a different course, when the determination of the Spanish tribunals was founded upon doctrines of public law, to which enlightened nations have not generally yielded a willing assent, or upon principles in diametrical opposition to the treaty of 1795. Having once adopted this rule of respect for Spanish adjudications in cases where this Board might probably have pronounced a different opinion, if it had felt itself at liberty to decide at all, the Commission has of course been compelled to admit as good, some claims founded upon the reversal of such adjudications, concerning which equal difficulty might otherwise have been felt, if such decrees had never been passed.

As to the claims supposed to be comprehended within the second renunciation of the ninth article of the Treaty, the undersigned have to state, that the construction given by the commission to that renunciation, has not confined it to cases denoted by the mere terms therein used. These would include none other than condemnations by "French Consuls within the territory and jurisdiction of Spain." The Board, however, has considered the term "Consuls" here in-

roduced, as merely descriptive of the persons who, for the most part, exercised the French prize jurisdiction, in foreign states, where it is suffered at any time to be exercised, and not as intended to confine the claims here provided, to condemnations by such officers only. It has been regarded rather as an example, than as a limitation—and therefore the Commission has received and allowed many claims, founded upon condemnations in the territories of Spain, uttered by other French agents than those denominated "Consuls," believing that the injury designed to be here provided for, was that which was produced by the act of Spain in suffering French jurisdiction to be exercised within her territory; no matter by what appellation this jurisdiction might be designated. So too the terms "territory and jurisdiction of Spain," according to a strict interpretation of them, might possibly be confined to places appertaining to Spain absolutely and exclusively. But the Board has considered itself at liberty to regard these terms, as intended to be understood in a different sense. And construing them as meaning to declare the liability of Spain, for all condemnations by French tribunals, suffered to exert authority within the limits of the countries subject at the time to her power, the Board has not hesitated to receive and to allow all claims for such condemnations, uttered in the city of Santo Domingo, prior to the year 1801. For although by a Treaty concluded between France and Spain many years antecedent to this period, the Spanish part of the Island of Hispaniola was ceded by Spain to France, yet until January, 1801, the possession of this territory was never surrendered to France in pursuance of that Treaty; but the Spanish power and authority continued to be exerted there as before.

A class of cases embracing very many claims, similar to each other in some particulars, have been again and again pressed upon the Commission in every stage of its proceeding, and presented in every possible aspect which the learning, ingenuity, and zeal of their advocates could discern. The Board, however, felt itself constrained to reject most of them. The cases alluded to are those of captures made by French privateers, where the prizes were carried within the territory and jurisdiction of Spain, and although not condemned by any tribunal then existing, were nevertheless there disposed of by the captors. This description comprehends a very large proportion of all the claims that have been exhibited to the Board, as well in number as amount.

It is not probably comprehended by the terms used in any of the renunciations of the Treaty (whatever latitude of construction may be given to these terms) unless it may be the fifth, and but a part of the cases referred to can be affected by this renunciation, since there are but few of them, comparatively, statements of which, soliciting the interposition of the government of the United States, have been presented within the period, or to the functionaries, therein mentioned. This circumstance operated with great force upon the Commission in producing the opinion they have expressed. The attention of the high contracting parties had been obviously drawn to the subject of captures of American vessels made by French privateers, where the prizes have been conducted within the Spanish territory. The alleged facts attending many of these cases had been laid before them, in statements soliciting the interposition of the government of the United States, and as the Treaty had notwithstanding (in the second renunciation of the ninth article) expressly limited the claims on account of French captures, by the fact of French condemnation within the Spanish territory, it could not readily be conceived, that so large a class of American sufferers, as those whose claims were not comprehended within the second renunciation, would have been left altogether unprovided for, unless of purpose. Many considerations operated to confirm this opinion. Spain most probably never would have consented to acknowledge, or the United States have pressed, her liability for acts done by France, unless these acts were done in violation of some duty which Spain had taken upon herself, and the observance of which forbade her to suffer such acts to be performed. None could contend rightfully however, that it was any violation of the general duties which one nation owes to any other, to suffer the cruisers of a co-belligerent and allied nation, (as France then was,) to send their prizes into, and to use her ports and harbours, for all purposes of safety or convenience. And if Spain had contracted any particular obligation with the United States, not to suffer this to be done in relation to their vessels, which might be captured by any other nation, such obligation was to be sought for in the Treaty of 1795. That Treaty however merely provided "that each party should endeavour by all means in their power, to protect and defend all vessels and other effects, belonging to the citizens or subjects of the other, which should be within the extent of their ju-

risdiction, by sea or by land, and that they should use all their efforts, to recover and cause to be restored to the right owners, their vessels and effects, which might have been taken from them, within the extent of their said jurisdiction." The latter part of this provision obviously applies, to vessels and effects taken within the extent of the territories of the contracting parties, and has no application therefore to cases like these, in which the captures were all made on the high seas, or beyond such jurisdiction. And the former part, while it imposes upon the contracting parties the obligation, to endeavour by all means in their power, to protect and defend all vessels and other effects belonging to the citizens or subjects of either, which should be within the extent of the jurisdiction of the other, by sea or by land, neither binds them to dispossess a belligerent captor of his prize, nor to exert the power of wresting from the court of such captor, the high and responsible authority of deciding upon the legality of the capture. The vessels and other effects belonging to the citizens or subjects of either of the contracting parties, captured "jure belli" by the cruisers of any third nation, were to be protected and defended, while they continued to be within the territories of the other; but the captor might leave the territory to which he had resorted whensoever he thought fit, taking with him his prize, even before its condemnation any where. And if this was condemned by any competent tribunal before it left such territory, it thereupon ceased to belong to its former owner, whose rights being extinguished by such condemnation, the "casus federis" then ceased to exist, and the obligation to apply.

This interpretation of the treaty of 1795, induced the Commission to reject all cases of French captures, where the prize was carried within the Spanish Territory, in which there existed regular French condemnations, by competent tribunals, within the French territory, and where no act was done or suffered by Spain prior to such condemnation, contrary to her obligation to protect and defend the property while it continued American, and within her jurisdiction. There remained, however, a large number of claims of the description referred to above, in which no French condemnations were produced, and to which the rule last mentioned would not apply. The greater part of these grew out of voyages undertaken by citizens of the United States, to or from the ports of Hispaniola, then commonly designated as Brigand ports. As to such of these as were undertaken after the commencement of the act of Congress, passed on the 28th of February, 1806, suspending the commercial intercourse between the United States and these ports, the Commission could feel no hesitation. It has never considered itself bound to regard those as citizens of the United States, intended to be protected by any part of this treaty, who engaged in a commerce forbidden by the laws of their own country, or who sought to shroud their true character or pursuits by any false and fraudulent covering whatsoever. This rule of exclusion, however, the undersigned are pleased to be able to state, has not applied to many of the cases before them. Another rule furnished by this treaty itself, has been held to exclude all the other claims, which grew out of voyages to the ports of Hispaniola, closed by the French arrêtés, of the 22d of June and 9th of October, 1802, and March 1st, 1804, which voyages commenced after a notice of those arrêtés was had in the ports of the United States. The commission, considering the ancient state of things as remaining unaltered, and the sovereign power of France over her colony of Hispaniola, as still subsisting, at the time these and other decrees were uttered by that sovereignty, which forbid all trade with the ports therein described, felt itself bound to regard all such voyages (to or from these prohibited ports) illegal as against France. France undeniably possessed the legitimate right of enforcing her own laws, so far as they related to her own dominions, and none could claim the privilege of violating them. Whatever may have been the loss imposed, therefore, upon an American citizen, for his actual or intended violation of these known laws, he has no just cause of complaint against the power he meant to offend; nor would his own state properly aid, or in any way support the cause of such of its guilty citizens, by reclamation against the sovereign offended by his misdeed. And if for these reasons, the sufferer or his government had no just cause of complaint against France, the actual author of the loss, it would be difficult to shew how Spain could be held accountable therefor by either. Nay, the 14th article of this treaty itself, seemed to the Commission conclusive upon this point. Why should Spain thereby require to have, and the United States agree to present to her, an authentic statement of the claims provided for by this treaty, for the injuries they suffered from France, that Spain may avail herself of the same, if, as the argument supposed, France had done no injury, and was not

accountable to any for that which her cruisers had done in this respect?

These principles, although they operate to the exclusion of most of the cases embraced within the description above referred to, did not apply to all the claims on account of prizes made by French privateers, which were said to have been carried and disposed of within the territory and jurisdiction of Spain, without any condemnation. Other cases remained, of fair and proper voyages forbidden by no law whatever, and growing out of an open and perfectly innocent trade. For the protection and defence of such, Spain was bound unquestionably to exert all the means in her power, while within the extent of her jurisdiction. And wheresoever any sale or other improper disposition of prizes of this description has been proved to be made, within the Spanish territory, to the injury of the right owner, being a citizen of the United States, and within the knowledge of any proper officer of the Spanish Government, the Commission has held Spain liable, and therefore allowed the claim. In order to fix such liability upon any sure and reasonable basis, however, the board has considered it right, to require of the claimants, in all cases, that the transaction complained of was made known to some proper officer of the Spanish Government, and its interposition required, except where the occurrence was one so open and flagrant, as to furnish evidence in itself that it must have been known to, and approved by, the Spanish Government of the place.

In adjusting the amount of the claims allowed, the Commission has adopted these principles. Regarding the fund provided by the treaty, as designed to indemnify claimants for actual losses sustained, and not to realize profits which might or might not have been made, the Board has generally taken up the voyage at its commencement, and allowed the value of the vessel and cargo at that time. To the value of the vessel, two thirds of a fair freight for the passage in which the loss occurred has been added. A fair premium of insurance for the risk of such a passage has been also added to each of these insurable subjects. And the costs and expenses incurred in defending their rights, have been allowed to all claimants who have paid such, and have offered any evidence from which the sums so paid might be inferred. Such has been the general mode of estimating the quantum of loss to be indemnified, in most of the cases where the loss has been total. In these where the loss has been partial, and in a few where the loss has been total, to which the rules now stated could not apply, different principles of adjustment, analogous to these have been resorted to, the Board taking care to modify these principles, to suit the facts existing in each particular case. Thus a reasonable charter has sometimes been given in lieu of freight, strictly so called, where the precise voyage was not fixed. And a fair demurrage has been applied as the standard of damage produced by the illegal detention of a vessel. And here the undersigned feel it their duty to state, that more than one moiety of the amount of all the claims allowed, and a much larger proportion of those rejected, have been preferred by underwriters. As the loss by them complained of, resulted directly and immediately from their own contract, and was to be traced to the illegal acts of others only remotely through that contract; and as for entering into this contract, they had received a valuable consideration, in the premium paid for taking upon themselves the very risks which had produced their loss; the Commission, at a very early stage of their proceeding, decided, that no underwriter as such had any claim upon this fund provided by the treaty. The claims of American citizens, therefore, who came before the Board claiming for the losses they had sustained by insuring the property of foreigners, which had been illegally taken by France or Spain, were never received. And it was only when the American citizen, who had sustained a loss provided for by the treaty, having been indemnified against this loss by an American underwriter, had abandoned, or was bound to abandon and assign his interest in the subject insured to the assurer, that the claims of underwriters have ever been received. But claiming as assignees of a party who had a good claim, these their derivative claims have always been allowed, for the sum by them insured and paid, where that sum did not exceed the true value of the subject insured, according to the principles settled by the Board, for ascertaining this value, as above stated.

In making such allowances to underwriters, the Commission was well aware, that its effect would be, to allow them more than they had lost, by the amount of the premium received from the party insured, which premium he had voluntarily paid, and must have lost in any event. So too in making the allowance of freight, the Commission was well aware, that the full wages of seamen had not

been paid probably, in any of the cases where such freight was given. But in these and many other cases which occurred, the Board having ascertained the full amount of the loss, distributed this amount so ascertained, amongst the different parties claiming it before them, and seeming to have a right to receive it (no matter in what character) without deciding, or believing itself possessed of the authority to decide, upon the merits of conflicting claims to the same subject. To whom of right the sum thus awarded when paid may belong, or for whom, how, or in what degree, the receiver ought to be regarded as a Trustee of the sum received were questions depending upon the municipal laws of the different states of the Union, the application of which to the facts existing in any case, the Board did not feel itself authorized to make, and therefore abstained from instituting any enquiry as to the facts necessary to such a decision. These remarks the Commission think it proper thus to state, lest their award may be considered as barring and finally settling pretensions, into which this Board have in truth neither made, or believe itself authorized to make any examination whatever, but have purposely left open, for the adjudication of others, who will have better means of ascertaining the facts.

Having thus stated the general principles which the Commission has thought it right to adopt, and to apply in receiving, examining, and deciding upon the amount and validity of all the claims that have been exhibited before it, the undersigned, with a view of shewing what these claims were, have caused to be subjoined sundry schedules.

The first of these, marked A, exhibits a list of all the memorials, which have ever been presented to the Commission, except those which merely asked for re-examination. In this list the memorials are numbered progressively from 1 to 1859 in the order in which they were presented. It contains the name of the memorialist, and the name of the vessel referred to (when such is the case,) and designates which of these memorials the Commission refused to receive for examination for the reason hereinbefore stated.

The second schedule, marked B, exhibits a list of all the memorials aforesaid, which were received and examined.—In this list these memorials are distinguished by the numbers annexed to them in the schedule A, and are arranged under the names of the different vessels to which they refer, where they do so refer, and by that of the memorialists, where no particular reference is made to any vessel. In this list are also designated all those memorials which the Commission refused to allow as valid, for some of the reasons hereinbefore stated.

The third schedule, marked C, exhibits a statement of the several sums allowed for the loss sustained in each of the cases mentioned in the schedule B, and therein not noted as having been disallowed, together with the aggregate amount of all these several allowances, viz.—the sum of \$5,454,545 13 cents, and likewise the different memorialists to whom that sum has been awarded and distributed.

And the fourth schedule, marked D, exhibits a list of the sums allowed in schedule C, distributed amongst the different parties in interest, or their proper representatives, according to their different claims.—These sums, of course, correspond in their amount with those stated in the preceding schedule, and this schedule, marked D, the Commission exhibits, as its final award, in which is ascertained the full amount and validity of all the claims exhibited to it, for which Spain was liable to citizens of the United States, and to which the renunciations contained in the treaty of 1819 extend.

In order to enable the United States to comply completely with the provision of the 14th article of this treaty, and to present to Spain an authentic statement of the prizes made from citizens of the United States by French Privateers, for which injuries Spain was regarded by this Commission as having been liable, the undersigned have annexed hereto a fifth schedule, marked E, (extracted from that marked C,) in which is contained a list of all the vessels of the United States captured by French privateers, for which any allowance has been made by this Board, and of the true value so allowed. For the particulars of such captures, the Commission begs leave to refer to the vouchers and documents produced before the Commissioners, relative to the claims on this account. These vouchers and documents, together with the Records of their proceedings, the undersigned Commissioners have directed their Secretary to deposit in the Department of State of the United States, in pursuance of the provisions of the 11th article of the treaty aforesaid.

The undersigned will add nothing further than to say, that as the

full amount of the sums allowed to the different claimants is \$5,454,545 13, while the treaty limits the extent of the liability of the United States "to an amount not exceeding five millions of dollars," the commission found it necessary to abate each claim allowed "pro rata." This rateable abatement of each claim according to its amount equals 8 1-3 per cent, so that the claimants instead of receiving the full amount of their respective claims as allowed, will be entitled to receive only the balance after this per centage is deducted. The schedule D will shew the full amount of the claim allowed, the amount after the abatement, being the balance due the claimants, which is the sum awarded by this board to them respectively. This schedule D, is in addition to the documents the Commission have believed it to be their duty to furnish, for the purpose of shewing the sums awarded, and to whom due: And as it has been merely extracted from the journal of its proceedings, which will be lodged with the Department of State, this schedule itself may be transferred by it to the Department of the Treasury, as a guide to direct its payments: And the commission would recommend its speedy publication for the information of all those whom it may concern, or the adoption of any other mode which the proper officers of the United States may think more convenient for the attainment of this object.

All which is respectfully submitted.

WASHINGTON, 8th June, 1824.

[Signed]

HU. L. WHITE,
W. KING,
LITT. W. TAZEVELL.

ATTEST—
T. WATKINS.

The Schedule D, being the final award of the Commission under the eleventh article of the Florida Convention, and referred to in the foregoing Report to the Secretary of State, will appear in the next number of the Journal. Its publication has been thus long delayed by unavoidable circumstance.

[NOTE by the Publisher.—The following are the ninth and eleventh articles of the Treaty, referred to in the above Report by the Commissioners.]

Article 9.—The two high contracting parties, animated with the most earnest desire of conciliation, and with the object of putting an end to all the differences which have existed between them, and of confirming the good understanding, which they wish to be forever maintained between them, reciprocally renounce all claims for damages or injuries which they, themselves, as well as their respective citizens and subjects, may have suffered until the time of signing this Treaty.

The renunciation of the United States will extend to all the injuries mentioned in the Convention of the 11th of August, 1802.

2. To all claims on account of prizes made by French privateers, and condemned by French consuls, within the territory and jurisdiction of Spain.

3. To all claims of indemnities on account of the suspension of the right of deposit at New-Orleans, in the year 1802.

4. To all claims of citizens of the United States upon the government of Spain, arising from the unlawful seizures at sea, and in the ports and territories of Spain, or the Spanish colonies.

5. To all claims of citizens of the United States upon the Spanish government, statements of which, soliciting the interposition of the government of the United States, have been presented to the Department of State, or to the Minister of the United States in Spain, since the date of the Convention of 1802, and until the signature of this Treaty.

The renunciation of his Catholic Majesty extends:

1. To all the injuries mentioned in the Convention of the 11th of August, 1802.

2. To the sums which his Catholic Majesty advanced for the return of Captain Pike from the Provincias Internas.

3. To all injuries caused by the expedition of Miranda, that was fitted out and equipped at New York.

4. To all claims of Spanish subjects upon the government of the United States, arising from unlawful seizures at sea, or within the ports and territorial jurisdiction of the United States.

Finally, to all the claims of subjects of his Catholic Majesty upon the government of the United States, in which the interposition of his Catholic Majesty's government has been solicited, before the date of this Treaty, and since the date of the Convention of 1802, or which may have been made to the Department of Foreign Affairs of his Majesty, or to his Minister in the United States.

And the high contracting parties, respectively, renounce all claim to indemnities for any of the recent events or transactions of their respective commanders and officers in the Floridas.

The United States will cause satisfaction to be made for the injuries, if any, which, by process of law, shall be established to have been suffered by the Spanish officers, and individual Spanish inhabitants, by the late operations of the American army in Florida.

Article 11. The United States, exonerating Spain from all demands in future, on account of the claims of their citizens to which the renunciations herein contained extend, and considering them entirely cancelled, undertake to make satisfaction for the same, to an amount not exceeding five millions of dollars. To

ascertain the full amount and validity of these claims, a Commission, to consist of three Commissioners, citizens of the United States, shall be appointed by the President, by and with the advice and consent of the Senate, which Commission shall meet at the City of Washington, and, within the space of three years from the time of their first meeting, shall receive, examine, and decide upon the amount and validity of, all the claims included within the descriptions above mentioned. The said Commissioners shall take an oath or affirmation, to be entered on the record of their proceedings, for the faithful and diligent discharge of their duties; and, in case of the death, sickness, or necessary absence of any such Commissioner, his place may be supplied by the appointment, as aforesaid, or by the President of the United States, during the recess of the Senate, of another Commissioner in his stead. The said Commissioners shall be authorized to hear and examine, on oath, every question relative to the said claims, and to receive all suitable authentic testimony concerning the same. And the Spanish government shall furnish all such documents and elucidations as may be in their possession, for the adjustment of the said claims, according to the principles of justice, the laws of nations, and the stipulations of the treaty, between the two parties, of 27th of October, 1795; the said documents to be specified, when demanded, at the instance of the said Commissioners.

The payment of such claims as may be admitted and adjusted by the said Commissioners, or the major part of them, to an amount not exceeding five millions of dollars, shall be made by the United States, either immediately at their Treasury, or by the creation of stock bearing an interest of six per cent. per annum, payable from the proceeds of sales of public lands within the territories hereby ceded to the United States, or in such other manner as the Congress of the United States may prescribe by law.

The records of the proceedings of the said Commissioners, together with the vouchers and documents produced before them, relative to the claims to be adjusted and decided upon by them, shall, after the close of their transactions, be deposited in the Department of State of the United States; and copies of them, or any part of them, shall be furnished to the Spanish Government, if required, at the demand of the Spanish Minister in the United States.

Extract of a letter from Lt. Comdt. John D. Sloat, to Commodore David Porter, commanding U. S. squadron in West-Indies, Coast of Africa, &c. dated

U. S. Schooner GRAMPUS, Matanzas, May 29th, 1824.

"In conformity to your orders of the 24th of January, 1824, I sailed from Hampton Roads on the 28th of February, and proceeded to the Coast of Africa. On the 4th of April I anchored at Cape Montserado, and visited the colony of free people of colour, where I remained eight days, and have the satisfaction to report that I found them comfortably settled, and at peace with all the neighbouring nations. Although they apprehend that the tribe they had the difficulty with previous to the visit of the Cyane, is not friendly to them, yet they do not believe they will venture to attack them again, particularly since my visit, as I gave the natives to understand that I should return there shortly, and they know that I supplied the colony with ammunition, provisions, &c. &c., a return of which I enclose. The appearance of the Grampus on the coast has been of essential service to the settlement. The trade with the natives in their immediate vicinity had been stopped for some time, but when they found the Grampus to be a vessel of War, the King sent in word that he would open the trade, and before I left there, the natives began to come in with provisions and other articles, in considerable numbers. The agent for the United States, as well as that for the Colonization Society, had left the settlement some time before my arrival. They have appointed acting agents, Mr. Waring for the United States, and Mr. Johnson for the Society, both coloured men. By their advice the people have elected a council of twelve to assist in managing the affairs of the colony; and by what I could discover, they appear to be doing very well, but they are extremely desirous to have the advice of good agents; they say they do not yet feel themselves competent to manage the establishment.

Their settlement is very pleasantly situated on a narrow peninsula—the sea on one side and Montserado river on the other, on high ground, and they have for its protection a tolerable good fort built of stone, at one end of the village, on which are mounted at present, one long eighteen-pounder, and two eighteen-pound gunnades. At the other extremity is a Block-house with one nine-pounder and one six. They also have mounted one brass four-pound field-piece, and one two-pound swivel, besides several other guns not mounted, and about one hundred muskets, eighty of which are in good order, and the others they will be able to repair with the tools and materials I gave them. The number of inhabitants is two hundred and thirty seven—seventy-eight of them capable of bearing arms, who are formed into a company, and muster for exercise every Saturday. They all have very good houses, and some of them begin to cultivate gardens; they have also cleared a considerable piece of ground intended for cultivation. They catch in the river a variety of fine fish, and plenty of oysters. They have

an abundance of fine timber, and the soil is very good; and they all appeared to be quite contented with their situation. They probably enjoy as good health there as they would in any part of the world. Of the last emigrants, one hundred and five, all have gone through their seasoning. Three young children only have died, and they with complaints incident to every climate and country.

I have made this detailed report, believing it would be agreeable to you, to the Society, and to all those friendly to the settlement, to know exactly how these people are situated, as I have been informed at St. Thomas that there are at present very discouraging reports in circulation in the United States."

List of Articles furnished from the United States' Schooner Grampus, for the use of the African Colony at Cape Montserado.

25 two-pounder round shot, 250 musket cartridges, 30 lbs. small grape-shot, 4 files assorted, 2 barrels beef, 1 barrel pork, 3 pieces match-ropes, some ink, 7 nine-pound cylinders for long guns, 10 eighteen-pound cylinders for cannonades, 50 musket-flints, one-half bottle sweet-oil, 250 musket-balls, 4 blocks, 2 half barrels flour.

Received the above mentioned articles.—*Monrovia, Cape Montserado, April 12th, 1824.*

(Signed)

C. M. WARING, A. A. U. S.
E. JOHNSON, A. A.

Laws.

CHAP. 122. An ACT for the Relief of Hugh McCulloch.

[300 dollars to be paid to Hugh McCulloch, the amount paid by him for the purchase of certain property in North-Carolina, sold by the marshal, at the suit of the United States, which sale was subsequently reversed by reason of irregularity in the execution.] *Approved, May 19, 1824.*

CHAP. 123. An ACT for the Relief of Jacob Slough.

[Jacob Slough, formerly a captain in the army of the United States, released from the payment of 1522 dollars 15 cents, the balance charged against him on the books of the Treasury of the United States.] *Approved, May 19, 1824.*

CHAP. 124. An ACT for the Relief of Joseph Smith, of Alexandria.

[Joseph Smith, of Alexandria, to receive the wages and prize money, to which he is entitled, for the services, during the late war, of his slave Tom, alias Thomas Mitchell, on board the United States' ship the Wasp.] *Approved, May 19, 1824.*

CHAP. 125. An ACT for the Relief of John Topp.

[\$300 to be paid John Topp, for a quantity of wood necessarily taken by the United States' troops, from his lands, near Nashville, during the last war.] *Approved, May 19, 1824.*

CHAP. 126. An ACT for the Relief of Dean Weymouth.

Eighty dollars to be paid Dean Weymouth, being in full of ten months' pay as a private in the New-York volunteers. *Approved, May 19, 1824.*

CHAP. 127. An Act supplementary to an Act, entitled "An act authorizing the Executors of John B. Mebane to collect certain arrears of tax."

J. J. Alston and J. Mebane to collect, for the use of the estate of John B. Mebane, such arrears of direct tax and internal duties, as remain uncollected, and which the said John B. Mebane had paid over to the United States, in the same manner as heretofore directed by law. *Approved, May 19, 1824.*

CHAP. 128. An ACT for the Relief of John K. Carter.

John K. Carter to have passed to his credit such sum as shall be satisfactorily shown to have been the depreciation on Treasury notes advanced by the government and expended by him in the recruiting service, in the city of New-York, from August 1st, 1814, to 1st May, 1815. *Approved, May 21, 1824.*

CHAP. 129. An ACT for the Relief of the heirs of Miguel Eslava.

The heirs of Miguel Eslava confirmed in their claim to a lot of ground below Mobile: *Provided*, This confirmation shall only amount to a relinquishment on the part of the United States, and shall not affect the rights of any third person. *Approved, May 21, 1824.*

CHAP. 130. An ACT for the relief of Edward Evans.

Officers of the Treasury Department to adjust the claim of Edward Evans and make him such further allowance as shall be equal to that allowed to others who contracted about the same time (October, 1808,) to manufacture arms for the United States. *Approved, May 21, 1824.*

CHAP. 131. An ACT for the relief of John S. Maffitt.

Officers of the Treasury to settle the accounts of John S. Maffitt, late Collector of the 3d Collection District of Maryland, and to allow him commission on all sums on which commissions had not been allowed. *Approved, May 21, 1824.*

CHAP. 132. An ACT for the Relief of Landie Richardson.

Landie Richardson to be paid 80 dollars, being the value of a horse he lost in 1813, while in Captain Bilboas company of mounted volunteers. *Approved, May 21, 1824.*

CHAP. 133. An ACT for the Relief of Robert Strain.

A sum not exceeding 58 dollars to be paid to Robert Strain, for two rifle guns, said to have been impressed from him into the public service, during the late war, and not since returned to him. *Approved, May 21, 1824.*

CHAP. 134. An Act for the Relief of Dean Weymouth and Zachariah Bunker.

The pension of Dean Weymouth increased to fifteen dollars per month, from March 4th, 1824, in consequence of the numerous and severe wounds he received in the battle of Bridgewater. The pension of Zachariah Bunker also increased to fifteen dollars per month, from the same time. *Approved, May 21, 1824.*

CHAP. 135. An ACT to authorize the issuing of a Register to the brig William, of New-York.

The Secretary of the Treasury to issue a Register to the brig William, a British vessel, lately called the Union, which vessel was lately stranded on the coast of the United States, and purchased by William Porter, a citizen of the United States, and by him repaired: *Provided*, It shall be proved, to the satisfaction of the Secretary of the Treasury, that the cost of the repairs made in the United States, after the purchase of the said vessel by the present owner, exceeds three-fourths of the original cost of building a vessel of the same tonnage in the United States.

CHAP. 136. An ACT to amend the several Acts imposing Duties on Imports.

[**SECT. 1.**] *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That, from and after the thirtieth day of June, one thousand eight hundred and twenty-four, in lieu of the duties now imposed by law on the importation of the articles hereinafter mentioned, there shall be levied, collected, and paid, the following duties, that is to say:

First. On sail duck, osnaburgs, burlaps, and ticklenbergs, a duty of fifteen per centum ad valorem.

On all manufactures of wool, or of which wool shall be a component part, except worsted stuff goods and blankets, which shall pay twenty-five per centum ad valorem, a duty of thirty per centum ad valorem, until the thirtieth day of June, one thousand eight hundred and twenty-five, and after that time, a duty of thirty-three and a third per centum ad valorem: *Provided*, That, on all manufactures of wool, except flannels and baizes, the actual value of which at the place whence imported, shall not exceed thirty-three and a third cents per square yard, shall be charged with a duty of twenty-five per centum ad valorem.

Second. On all manufactures, not herein specified, of cotton, flax, or hemp, or of which either of these materials shall be a component part, and on all manufactures of silk, or of which silk shall be a component material, coming from beyond the Cape of Good Hope, a duty of twenty-five per centum ad valorem; on all other manufactures of silk, or of which silk shall be a component material, twenty per centum ad valorem: *Provided*, That all cotton cloths whatsoever, or cloths of which cotton shall be a component material, excepting nankeens imported directly from China, the original cost of which, at the place whence imported, with the addition of twenty per centum, if imported from the Cape of Good Hope, or any place beyond it; and of ten per centum, if imported from any other place, shall be less than thirty-cents per square yard, shall, with such addition, be taken and deemed to have cost thirty cents per square yard, and shall be charged with duty accordingly. And that all unbleached and uncoloured cotton twist, yarn, or thread, the original cost of which shall be less than sixty cents per pound, shall be deemed and taken to have cost sixty cents per pound, and shall be charged with duty accordingly. And all bleached or coloured cotton yarn, twist, or thread, the original cost of which shall be less than seventy-five cents per pound, shall be deemed and taken to have cost seventy-five cents per pound, and shall be charged with duty accordingly: *Provided, also*, That the provisions of this act shall not apply to, or be enforced against, importations of goods from ports or places eastward of the Cape of Good Hope, or beyond Cape Horn, before the first of January next ensuing.

Third. On wool unmanufactured, a duty of twenty per centum ad valorem, until the first day of June, one thousand eight hundred and twenty-five; afterwards, a duty of twenty-five per centum ad valorem, until the first June, one thousand eight hundred and twenty-six; afterwards, a duty of thirty per

centum ad valorem: *Provided*, That all wool, the actual value of which, at the place whence imported, shall not exceed ten cents per pound, shall be charged with a duty of fifteen per centum ad valorem, and no more.

Fourth. On all Leghorn hats or bonnets, and all hats or bonnets of straw, chip, or grass, and on all flats, braids, or plats for making of hats or bonnets, a duty of fifty per centum ad valorem: *Provided*, That all Leghorn hats and bonnets, and all hats or bonnets of straw, chip, or grass, which, at the place whence imported, with the addition of ten per centum, shall have cost less than one dollar each, shall, with such addition, be taken and deemed to have cost one dollar each, and shall be charged with duty accordingly.

Fifth. On japanned wares of all kinds, on plated wares of all kinds, and on all manufactures, not otherwise specified, made of brass, iron, steel, pewter, lead, or tin, or of which either of these metals is a component material, a duty of twenty-five per centum ad valorem.

On bolting cloths, fifteen per centum ad valorem;

On hair cloth and hair seating, thirty per centum ad valorem;

On marble, and all manufactures of marble, thirty per centum ad valorem;

On all paper hangings, forty per centum ad valorem;

On coach laces, of cotton or other material, thirty-five per centum ad valorem; on all other laces, twelve and a half per centum ad valorem;

On lead, in pigs, bars, or sheets, two cents per pound;

On leaden shot, three and one half cents per pound;

On red or white lead, dry, or ground in oil, four cents per pound;

On Brussels, Turkey, and Wilton carpets and carpeting, fifty cents per square yard;

On all venetian and ingrain carpets or carpeting, twenty-five cents per square yard;

On all other kinds of carpets and carpeting, of wool, flax, hémp, or cotton, or parts of either, twenty cents per square yard;

On oil cloth carpeting, and on oil cloths, of every description, a duty of thirty per centum ad valorem;

On all other carpets and carpeting, mats, and floor cloths, made of tow, flags, or any other material, a duty of thirty per centum ad valorem;

On hemp, at the rate of thirty-five dollars per ton;

On tarred cables and cordage, four cents per pound;

On untarred cordage, yarns, twine, pack thread, and seines, five cents per pound;

On cotton bagging, three cents and three fourths of a cent per square yard;

On iron, in bars or bolts, not manufactured, in whole or in part, by rolling, ninety cents per hundred and twelve pounds;

On round iron, or braziers' rods, of three sixteenths to eight sixteenths of an inch diameter, inclusive; and on iron, in nail or spike rods, slit; and on iron, in sheets, and hoop iron; and on iron, slit or rolled, for band-iron, scroll-iron, or casement-rods, three cents per pound;

On iron-spikes, four cents per pound;

On iron nails, cut or wrought, five cents per pound;

On tacks, brads, and sprigs, not exceeding sixteen ounces to the thousand, five cents per thousand; exceeding sixteen ounces to the thousand, five cents per pound;

On iron or steel wire, not exceeding number eighteen, five cents per pound; over number eighteen, nine cents per pound;

On square wire, used in the manufacture of stretchers for umbrellas, twelve per centum ad valorem;

On anvils and anchors, two cents per pound;

On iron cables or chains, or parts thereof, three cents per pound; and no drawback shall be allowed on the exportation of iron cables, or parts thereof;

On mill cranks and mill irons, of wrought iron, four cents per pound;

On mill saws, one dollar each;

On blacksmiths' hammers and sledges, two and a half cents per pound;

On muskets, one dollar and fifty cents per stand;

On rifles, two dollars and fifty cents each;

On all other fire arms, and on side arms, thirty per centum ad valorem;

On cutting knives, scythes, sickles, and reaping hooks, spades and shovels, of iron or steel, thirty per centum ad valorem;

On screws of iron, weighing twenty-five pounds, or upwards, thirty per centum ad valorem;

On screws of iron, for wood, called wood-screws, thirty per centum ad valorem;

On vessels of cast iron, not otherwise specified, one and a half cents per pound;

On all other castings of iron, not specified, one cent per pound;

On all vessels of copper, thirty-five per centum ad valorem;

On quills, prepared or manufactured, twenty-five per centum ad valorem;

On slates and tiles, for building, twenty-five per centum ad valorem;

On black lead pencils, forty per centum ad valorem;

On tallow candles, five cents per pound;

On spermaceti candles, eight cents per pound;

On soap, four cents per pound;

On lard, three cents per pound;

On wheat, twenty-five cents per bushel;

On oats, ten cents per bushel;

On wheat flour, fifty cents per hundred weight;

On potatoes, ten cents per bushel;

On coal, six cents per heaped bushel;

On corks, twelve cents per pound;

On prunelle, and other shoes or slippers of stuff or nankeen, twenty-five cents per pair;

On laced boots or bootees, one dollar and fifty cents per pair;

On linseed, rape seed, and hemp seed oil, twenty-five cents per gallon;

On castor oil, forty cents per gallon;

On ale, beer, and porter, imported in bottles, twenty cents per gallon; imported otherwise than in bottles, fifteen cents per gallon;

On beef and pork, two cents per pound;

On hams, and other bacon, three cents per pound;

On butter, five cents per pound;

On vinegar, eight cents per gallon;

On alum, two dollars and fifty cents per hundred weight;

On refined saltpetre, three cents per pound;

On blue or Roman vitriol, four cents per pound;

On oil of vitriol, three cents per pound;

On Glauber salts, two cents per pound;

On Epsom salts, four cents per pound;

On camphor, crude, eight cents per pound;

On camphor, refined, twelve cents per pound;

On copperas, two dollars per hundred weight;

On Cayenne pepper, fifteen cents per pound;

On ginger, two cents per pound;

On chocolate, four cents per pound;

On currants and figs, three cents per pound;

On plums, prunes, Muscatel raisins, and raisins in jars and boxes, four cents per pound;

On all other raisins, three cents per pound;

On window glass, not above eight inches by ten inches in size, three dollars per hundred square feet, not above ten inches by twelve inches in size; three dollars and fifty cents per hundred square feet; and if above ten inches by twelve inches in size, four dollars per hundred square feet: *Provided*, That all window glass, imported in plates, uncut, shall be chargeable with the highest rate of duties hereby imposed.

(To be continued.)